

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 7/26/2012

Action Requested By:
Legal

Agenda Item Type
Resolution

Subject Matter:

The City of Huntsville, The Health Care Authority of the City of Huntsville and Gallatin Street Partners, LLC.

Exact Wording for the Agenda:

Agreement among the City of Huntsville, The Health Care Authority of the City of Huntsville and Gallatin Street Partners, LLC, for the relocation of utilities.

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

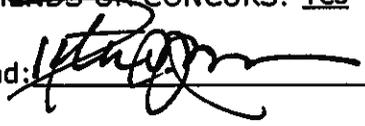
Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

[Empty box for providing details on why the action is required, recommended, and what Council action will provide, allow, and accomplish.]

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: 

Date: 7-5-12

RESOLUTION NO. 12-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an agreement by and among the City of Huntsville; the Health Care Authority of the City of Huntsville and Gallatin Street Partners, LLC, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "AGREEMENT AMONG THE CITY OF HUNTSVILLE; THE HEALTH CARE AUTHORITY OF THE CITY OF HUNTSVILLE AND GALLATIN STREET PARTNERS, LLC, FOR THE RELOCATION OF UTILITIES," consisting of five (5) pages including Exhibits A and B, and the date of July 26, 2012 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 26th day of July, 2012.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 26th day of July, 2012.

Mayor of the City of
Huntsville, Alabama

AGREEMENT AMONG THE CITY OF
HUNTSVILLE, THE HEALTH CARE
AUTHORITY OF THE CITY OF
HUNTSVILLE, AND GALLATIN STREET
PARTNERS, LLC. FOR THE
RELOCATION OF UTILITIES

STATE OF ALABAMA

COUNTY OF MADISON

AGREEMENT

THIS AGREEMENT, is made and entered into this ____ day of July, 2012, by and among the City of Huntsville, Alabama (the "City"), the Health Care Authority of the City of Huntsville (the "Hospital") and Gallatin Street Partners, LLC. (the "Developer").

RECITALS

WHEREAS, the City intends to construct a parking garage at the site of a mixed use development planned by the Developer (the "Project") off of Gallatin Street in the City of Huntsville; and

WHEREAS, the City and the Developer desire to have Huntsville Utilities relocate the overhead utility lines underground from the Hospital substation to the intersection of Gallatin Street and St. Clair Avenue; and

WHEREAS, the Hospital desires to have the said utility lines located underground at the area from just west of the intersection of Gallatin Street and St. Clair Avenue to the northeast corner of the intersection of Madison Street and St. Clair Avenue; and

WHEREAS, the City will execute a Memorandum of Understanding with the Electric Utility Board of the City of Huntsville ("Huntsville Utilities") for Huntsville Utilities to complete the relocation of the overhead transmission and distribution lines from the Hospital substation to the northeast corner of the intersection of Madison Street and St. Clair Avenue in the City of Huntsville; and

WHEREAS, the parties desire to enter into an agreement to provide for the sharing of costs for the said relocation of the overhead lines underground;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The City will enter into a Memorandum of Understanding with Huntsville Utilities for Huntsville Utilities to provide the design, materials, labor and equipment to relocate the overhead utilities from a point beginning at the Hospital substation to the northwest corner of

President of the City Council of the
City of Huntsville, Alabama . . .
Date: _____

the intersection of Madison Street and St. Clair Avenue (hereinafter referred to as the "Work"). The Work shall consist of the Utility relocating the utility transmission and distribution lines underground along the route shown in Exhibit "A" attached hereto and incorporated herein by reference. The Utility will install a concrete duct bank underground and install the utility and transmission lines in 4" conduits. The Utility will also install the conduit for street lights, as well as conduit for AT&T, Comcast and Knology to place their service lines underground. The Utility will install any manholes necessary for the amount of conduit installed.

2. The City will pay Huntsville Utilities for the design and completion of the Work, and the Hospital and the Developer will pay the City for their share of the work. The total cost of the Work is \$816,350.00. The parties shall each pay a proportional share based upon the portion of the cost for the underground installation located within the right-of-way adjacent to their parcels, with the exception of the portion extending from the Hospital substation to the city parcel being equally divided between Gallatin Street Partners, LLC and the City (The respective sections of the work are shown in exhibit "B" attached hereto and incorporated herein by reference). The total amount of the share for the Hospital shall be \$ 253,825.00, the amount for the City shall be \$253,980.00, and the Developer's share shall be \$308,545.00. The Hospital and Developer shall pay their entire share amounts to the City by certified check within thirty (30) days of the execution of this Agreement.

3. The City shall direct the Work and shall have control and authority over the methods and scheduling thereof. The City shall further have authority to enter into subsequent agreements with Huntsville Utilities to alter or amend the scope of work due to unforeseen costs or conditions. Any cost overruns shall be borne by all parties in the same proportions as set forth in Section Two herein.

4. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama. Venue to enforce any provision of this Agreement shall be in the courts of Madison County, Alabama.

5. This Agreement shall inure to the benefit of, and be binding upon the Developer, the Hospital, and the City and their respective successors and assigns and legal representatives.

6. This Agreement merges and supersedes all prior negotiations, representations, and agreements and constitutes the entire agreement between the parties hereto.

7. The parties expressly agree, intend and understand that neither this Agreement nor any provision or terms hereof, shall be amended, changed, or modified in any respect, nor may be an estoppel, novation or waiver regarding the same be effectuated, without the parties first executing a writing, in equal dignity to this Agreement, embodying their complete and full Agreement and understanding as to such amendment, change, modification, novation, or waiver.

IN WITNESS whereof, the parties have executed this Agreement effective as of the day and year first above written.

GALLATIN STREET PARTNERS, LLC.

By: _____
ITS: _____

HEALTH CARE AUTHORITY OF THE
CITY OF HUNTSVILLE

By: _____
ITS: _____

CITY OF HUNTSVILLE, ALABAMA

By: _____
Mayor of the City of Huntsville, Alabama

ATTEST:

Charles E. Hagood
City Clerk Treasurer

EXHIBIT A

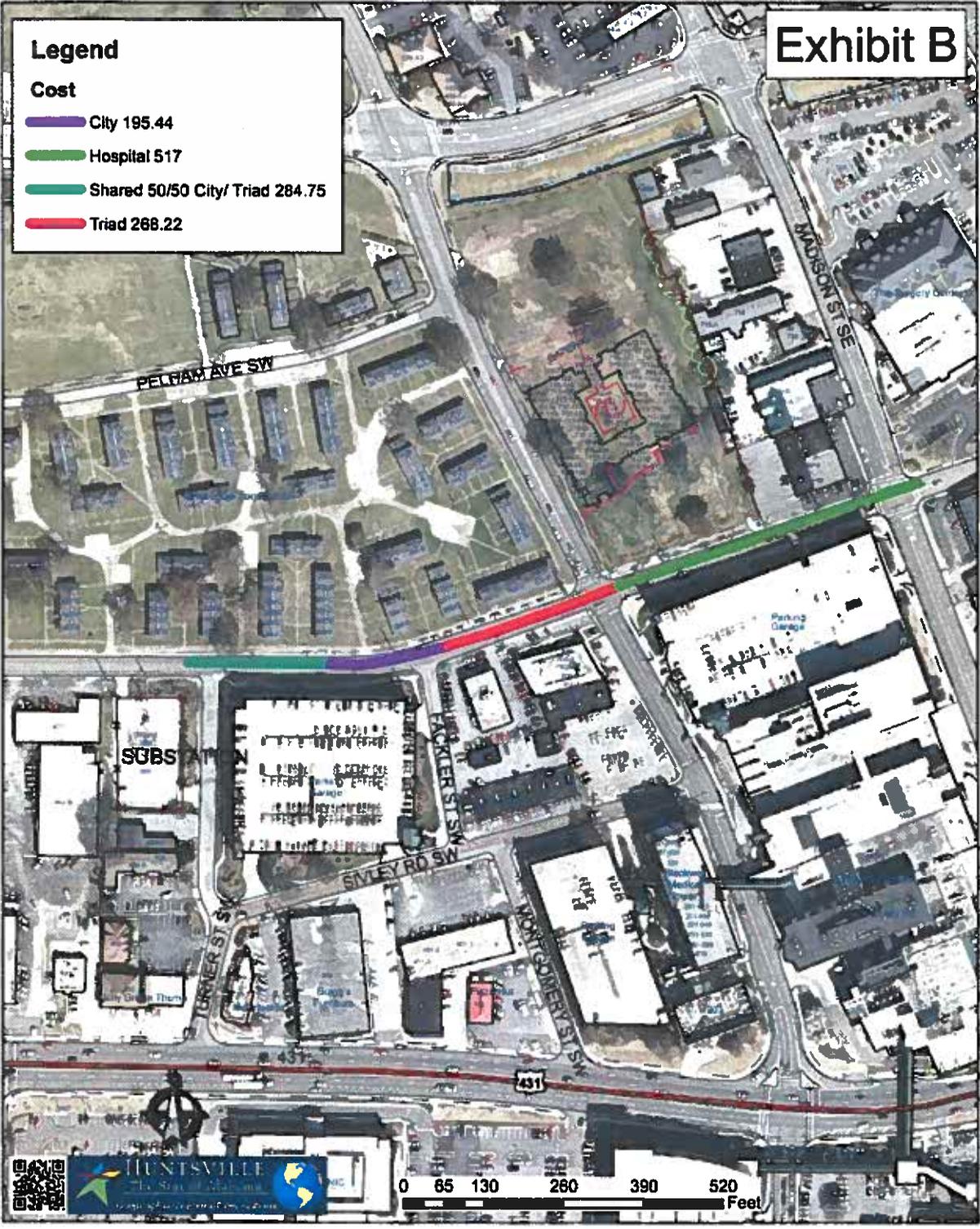


Exhibit B

Legend

Cost

- City 195.44
- Hospital 517
- Shared 50/50 City/ Triad 284.75
- Triad 268.22



0 65 130 260 390 520 Feet

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Legal

Council Meeting Date: 7/26/2012

Department Contact: Peter Joffrion

Phone # 5026

Contract or Agreement: City of Huntsville, The Health Care Authority of the City of Huntsville and Gal...

Document Name: Agreement among the City of Huntsville, The Health Care Authority of the City of Hu...

City Obligation Amount: \$253,980.00

Total Project Budget: 253,800 ~~\$816,350.00~~

Uncommitted Account Balance:

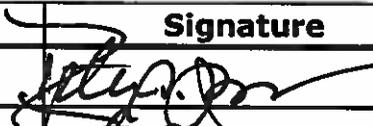
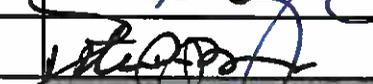
Account Number:

Procurement Agreements

<u>Select...</u>	<u>Select...</u>
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Grant-Funded Agreements

<u>Select...</u>	Grant Name:
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Department	Signature	Date
1) Originating		<u>7-5-12</u>
2) Legal		<u>7-5-12</u>
3) Finance		<u>7/5</u>
4) Originating		<u>7-5-12</u>
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		